



WEST BENGAL LIVESTOCK DEVELOPMENT CORPORATION LIMITED

(A Govt. Of West Bengal Undertaking)

LB-2, Sector-III, Salt Lake City, Kolkata – 700 106

Telefax: (033)-2335 5298 E-mail: info@wbldc.in

Website: www.wbldc.in Toll Free No. 18001208243

NIT No. WBARD/WBLDC/NIT-639e/2023-24

Date of Issue 19/01/2024

SET OF TENDER DOCUMENTS

For

Annual Maintenance Contract for Weighing Equipment installed at different units under West Bengal Livestock Development Corporation Ltd., LB-2, Sector – III, Salt Lake City, Kolkata-700106.

Each set contains:-

1. Detailed Tender Notification.
2. Terms & Conditions for Submission of Tender.
3. Application Form.
4. Check List.
5. **Scope of Work (Annexure – A & B.O.Q.)**

DATE OF PUBLICATION OF e-TENDER (ONLINE) : 19/01/2024 FROM 6:00 P.M.

STARTING OF BID SUBMISSION (ONLINE) : 19/01/2024 FROM 6:00 P.M.

PRE BID MEETING (Mandatory) TO BE HELD ON 30/01/2024 at 2:00 P.M., H.Q.

LAST DATE FOR ON LINE SUBMISSION OF TENDER : 05/02/2024 UP TO 11:30 A.M.

OPENING OF TECHNICAL BID : 07/02/2024 FROM 11:30 A.M. onwards.

OPENING OF FINANCIAL BID: TO BE NOTIFIED LATER ON.

TENDER FEES: NIL

EARNEST MONEY DEPOSIT : Rs. 20,000/- (Fixed)

(Dr. Gouri Shankar Koner)
Managing Director
W.B.L.D.C. Ltd.



WEST BENGAL LIVESTOCK DEVELOPMENT CORPORATION LIMITED

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Website: www.wbldc.in Toll Free No. 18003458243

NIT No. WBARD/WBLDC/NIT-639e/2023-24

Date of Issue 19/01/2024

NOTICE INVITING e-TENDER

The Managing Director, West Bengal Livestock Development Corporation Ltd., LB-2, Sector-III, Salt Lake City, Kolkata-700106 invites on line bids (in two bid system) from the Bona-fide Resourceful & Eligible individuals / Manufacturer / Company / J.V. Firms / LLP / Proprietorship Concerns preferably having experience in similar nature of work for **Annual Maintenance Contract for Weighing Equipment installed at different units under West Bengal Livestock Development Corporation Ltd., LB-2, Sector – III, Salt Lake City, Kolkata-700106.**

Earnest Money value **Rs. 20,000/- (Fixed)** is to be remitted on line through Govt. of West Bengal e-Tender portal (<https://wbtenders.gov.in>).

- 1) After publication of e-tender Notice in the Medias, detailed terms & conditions, BOQ (Bill of Quantities) may be obtained from the website <https://wbtenders.gov.in> at free of cost. Submission of tender by the bidder can be made with the help of DSC (Digital Signature Certificate) in this website <https://wbtenders.gov.in>.
- 2) Tenders should normally be floated in two parts one Technical Bid (BID-A) and other Financial Bid (BID-B).
- 3) Tender must be supported by:

A. TECHNICAL BID : 'BID-A'

(a) **STATUTORY COVER** containing the following documents:

PART 1 (SINGLE FILE MULTIPLE PAGES SCANNED):

1.	Upload scanned NIT with seal and signature on every pages
2.	Scanned Application in the prescribed format (Form-I)
3.	Scanned Declaration by the Tenderer (Form-II)
4.	Scanned Check List in the prescribed format (Form-III)

(b) **NON-STATUTORY COVER/MY SPACE** containing the following documents:

Sl. No.	Category	Sub Category Description
1	CERTIFICATES – ✓ All valid up to date ✓ All certificates are to be furnished in English Vernacular ✓ Affidavit are not valid ✓ Scanned original copy	i) PAN Card of the authorized signatory ii) Prof. Tax clearance certificate with challan valid up to 31/03/2024 iii) GST Registration Certificate. iv) IT returns of 2022- 2023 Assessment year. v) Trade License valid up to 31/03/2024

2	COMPANY DETAILS (valid up to date), scanned original copy	i) Registration Certificate under Company Act. (if any). ii) Registered Deed of partnership Firm, Trade License / Article of Association & Memorandum. iii) Power of Attorney (For Partnership Firm/ Private Limited Company, if any).
3	Credential (Eligible criteria for participation in the tender)	(i) Intending tenderers should produce credentials of a similar nature of work (Experience in Weighing Machine) of the minimum value of 40% of the estimated amount put to tender during 5 (five) years prior to the date of issue of this tender notice; Or, (ii) Intending tenderers should produce credentials of 2 (two) similar nature of work (Experience in Weighing Machine) each of the minimum value of 30% of the estimated amount put to tender during 5 (five) years prior to the date of issue of this tender notice; Or, (iii) Intending tenderers should produce credentials of one single running work of similar nature of work Experience in Weighing Machine which has been completed on the extent of 80% or more and value of which is not less than the desired value at (i) above; In case of running works, only those tenderers who will submit the certificate of satisfactory running work under Govt. department / Govt. sponsored Organization / Govt. Undertaking or equivalent competent authority will be eligible for the tender. In the required certificate it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executed agency, i.e., the tenderer. N.B:- Estimated amount, tendered amount, date of commencement, date of completion of project and details communicational address of the client must be indicated in the Credential Certificate.

Firms located outside the State of West Bengal must have to execute work through their local branches of this State or Authorized Distributors/Agent/dealers of this State; otherwise their tenders will not be accepted.

B. FINANCIAL BID : 'BID-B' (BOQ)

- i) The Contractor is to quote the rate **on Item Rate BOQ format** of the components as specified in the BOQ. **The Item Rate BOQ** will be quoted in the BOQ in one cover (folder) encrypted in the B.O.Q. under Financial Bid.
- ii) **Rate quoted shall be including GST other taxes & all other charges.**
- iii) Only downloaded copy of the B.O.Q. is / are to be uploaded quoting the rate, virus scanned and digitally signed by the contractor.

N.B.: ALL STATUTORY & NON STATUTORY DOCUMENTS(S) ARE REQUIRED TO BE UPLOADED IN ORIGINAL. Neither Photocopy nor cyclostyled literature/Brochure will be accepted.


 (Dr. Gouri Shankar Koner)
Managing Director
 W.B.L.D.C. Ltd.

DETAILS OF WORKS:-

Name of the work	Work Details	Period of completion of the work.
1	2	4
Annual Maintenance Contract for Weighing Equipment installed at different units under West Bengal Livestock Development Corporation Ltd., LB-2, Sector – III, Salt Lake City, Kolkata-700106	Details of work schedule item-wise may be found in the Annexure – A & BOQ.	1 Year (365 days)

MANAGING DIRECTOR, W.B.L.D.C. LTD., RESERVES THE RIGHT TO CHANGE THE ABOVE SCHEDULE IN CASE OF ANY EXIGENCIES. No objection in this respect will be entertained raised by any Bidder. **Bidders or their authorized representatives need not to be present in the office of the undersigned at the time of opening of the Technical or Financial Bid (BID-B). Decision of Tender committee at every stages of evaluation shall be intimated and uploaded on the website (<https://wbtenders.gov.in>) portal.**

No informal bidder will be entertained in the bid further.

However, at any stage before awarding the contract, the Tender Selection Committee reserves the right to cancel the tender process due to unavoidable circumstances and no claim in this respect will be entertained.

A. SPECIAL TERMS & CONDITIONS

- 1) The intending bidders are requested to submit their tender along with prescribed application form in e-tender portal <https://wbtenders.gov.in> . The software shall make automatic encryption of the Technical as well as Financial Bid and no one shall be allowed to open two Bids prior to the date and time earmarked for opening by the Tendering Authority.
- 2) After evaluation of Technical Bid, those who will qualify, their Financial Bid shall only be opened. The technical proposal (BID-A) will be opened on line.
- 3) Evaluation summary report of technical evaluation will be uploaded online to the portal from the office of the undersigned immediately after committee arrives at a decision regarding the same.
- 4) The Financial bid may be opened within a very short notice (on the same day afternoon or next day forenoon), once technical evaluation is completed.
- 5) Bidders having any query / objection / claim regarding the evaluation or any decision taken by the tender selection committee may communicate in writing to the Corporation's official mail id info@wbldc.in within 48 hrs of taking such decision. Communications received after the due time, will not be entertained for consideration in any way.
- 6) For further information, the bidders are requested to please contact the undersigned.
- 7) **No Tender will be accepted across the table and no such receipt will be issued thereon.**

- 8) In the event of any discrepancy between downloaded tender document and master copy of the same available in the office then the latter will be accepted & binding on the bidder. No claim will be entertained.
- 9) N.I.T. to be downloaded properly and to be uploaded duly digitally signed as a token of acceptance by the bidder with all the general & special (if any) terms & conditions laid down in the tender document.
- 10) **In case quoting the rate anywhere other than BOQ, the tender is liable to be summarily rejected.**
- 11) All the tender documents including N.I.T., terms & conditions for submission of tender & B.O.Q. will be the part & parcel of the bid documents.
- 12) The undersigned reserves the right to cancel the tender at any stage without assigning any reason thereof.
- 13) The offer shall remain valid for **365 (Three Hundred Sixty Five)** days from the date of opening of the financial bid.
- 14) **Firms located outside the State of West Bengal must have to execute work through their local branches of this State or Authorized Distributors/Agent/dealers of this State; otherwise their tenders will not be accepted.**

B. OTHER ELIGIBILITY CRITERIA FOR PARTICIPATION IN THE TENDER

- 1) The contractors who have been delisted or debarred by any government department shall not be eligible in any way.
- 2) Credentials as Prime agency will only be taken into account. That means tie up with one or more company for execution of similar nature of work cannot be claimed as a sole credential of the claimant company.
- 3) Valid IT returns of 2022 – 2023 Assessment year, PAN Card, GST Registration Certificate, Trade License and Professional Tax valid upto 31/03/2024 to be submitted.
- 4) Registered Partnership Deed (for Partnership Firm only) along with Power of Attorney to be submitted along with application, if applicable. (Non-Statutory documents)
- 5) Registered Unemployed Engineers' Co-operative Societies are required to furnish valid Bye Law, Current Audit Report, Current N.O.C. from A.R.C.S., Minutes of last A.G.M. and also submit documents of the society consists at least 10 (ten) members out of which at least 60% should hold degree or diploma in any branch in Engineering.

C. EVALUATION OF TENDERS

During the tender Evaluation Process, the **Technical proposal (BID-A)** will be opened first. Those bidders who will qualify the **Technical proposal** as described in BID-A **containing Statutory/Non statutory documents including credentials** will be identified and only their **Financial Cover (BID-B)** shall be opened. The **Financial cover (BID-B)** will not be opened and will be summarily rejected if that Bidder fails to meet the technical requirements participating in the tender. The bidder offering the percentage rate if found suitable & as per the tender specification will only be selected. Technical Evaluation of the Tender will be held on two parts, i.e. opening & evaluation of tender.

01. OPENING OF THE TECHNICAL PROPOSAL :

- (a) Technical proposal will be opened by the authorized officer of the undersigned, electronically from the website using their Digital Signature Certificate (DSC).
- (b) Cover (folder) for Statutory Documents and non statutory documents will be opened. If there is any deficiency in the **Statutory Documents** the tender will summarily be rejected.
- (c) Decrypted (transformed into readable formats) documents of the Statutory & Non statutory Cover will be downloaded and handed over to the Tender Evaluation Committee.
- (d) Pursuant to scrutiny & decision of the Tender Evaluation Committee the summary list of eligible bidders will be uploaded in the web portals.
- (e) During evaluation, the committee may summon of the bidders and seek clarification/information/demonstration or additional documents or original hard copy of any of the documents already uploaded and if these are not produced within the stipulated time frame, their proposal will be liable for rejection.
- (f) The Financial Cover (BID-B) of those bidders passing the technical requirements will only be opened. **THE DECISION OF UNDERSIGNED/TENDER COMMITTEE WILL BE FINAL & BINDING UPON THE BIDDER IN THIS RESPECT.**

02. PENALTY FOR SUPPRESSION / DISTORTION OF FACTS:-

If any bidder fails to produce the original hard copies of the documents (specially Completion Certificates or Work Orders as proof of credential) or any other documents on demand of the Tender Opening Authority within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression of facts, the bidder will be suspended from participating in the tenders on e-Tender platform for 3 (three) years.

03. AWARD OF CONTRACT:-

The Tender Inviting Authority reserves the right to accept or reject any tender and to cancel the tendering process and reject all tenders at any time and prior to the issue of Award of Contract without incurring any liability to the affected Tenderer or Tenderers thereby or shall have any obligation to inform the affected Bidder or Bidders of the ground for Employer's action. The Bidder who's Bid has been accepted will be notified by the Tender Inviting & Accepting Authority through acceptance letter cum Award of Contract.

04. AGREEMENT

The corporation will execute an agreement with the successful bidder as per the prescribed format or as will deem fit as per the condition in a Non-judicial Stamp Paper worth Rs.100/- (Rupees One Hundred) only to be provided by the successful bidder. The notification of award will constitute the formation of the Contract or the agreement between the Tender Accepting Authority and the successful Bidder. All the tender documents including NIT & B.O.Q. will be the part & parcel of the Contact Documents. Prescribed Agreement must be signed by the both parties, the Authorized Signatories of the Corporation & Tendering firm concerned. The Original agreement will be retained by the Corporation in the concerned case file and the photocopy of the same will be provided to the concerned firm.

05. PENAL MEASURE

If the firm withdraws tender as a whole or for any particular item at any stage during the tenure of tender or fails/refuses to enter into written agreement once the rate for any/all items(s) is/are accepted within the time specified when requested to do so by this Corporation. Such firms offer will not be taken into consideration in future & shall liable to be black listed for 3 (three) years.

- (i) In consequence of submission of false or fabricated documents by any firm/ company for participating in the tender, if proved later on shall liable to be Black Listed for 3 (three) years.
- (ii) Quoting absurdly high or low rate in opinion of tender selection committee, with the intention to vitiate the tender process will be dealt with in the context of NPPA norms or any other norms under Govt.

06. PAYMENT

Any request for Advance Payment will not be entertained.

- (i) Bills to be produced in DUPLICATE.
- (ii) Payment shall be made on Quarterly basis after executing the order satisfactory in all respect. However, no interest shall be paid to the firm, if the payment is delayed due to whatsoever reasons. The payment of bills shall be withheld in case of violation of any tender terms & conditions.
- (iii) No arbitration for the work will admissible, any mobilization/secured advance will be allowed.

07. AUTHORISED REPRESENTATIVE OF CONTRACTOR:

The contractor shall not assign the agreement or sublet any portion of the work. The contractor, may however, appoint and authorize representative in respect of one or more of the following purpose only-

- a) General day to day management of work.
- b) To attend measurements when taken by the Departmental Officers and sign the records of such measurements which will be taken of acceptance by the Contractor. The selection of the authorized representatives subject to the prior approval of the Engineer concerned and the contractor shall in writing seek such approval of the Engineer giving therein the name of work, Tender No., the Name, Address and the specimen signature of the representative he wants to appoint and the specific purposes as specified the representative will be authorized for even after first approval, the Engineer may issue at any subsequent date.

Revised directions about such authorized representative and the contractor shall be bound to abide by such directions. The Engineer shall not be bound to assign any reason for any of his directions with regard to the appointment of authorized representative. Any notice correspondence etc. issued to the authorized representative or left at his address, will be deemed to have been issued to the contractor himself.

08. POWER OF ATTORNEY:

The Provision of the power of attorney, if any, must be subject to the approval of the Department. Otherwise the WBLDC Ltd. shall not be bound to take cognizance of such of attorney.

09. CHARGES AND FEES PAYABLE BY CONTRACTOR:

- a) The contractor shall be all notices and pay all fees required to be given or paid by any statute or any regulation or by law and any local or other statutory authority which may be applicable to the works and shall keep the department against all penalties and liability of every kinds for breach of such statute regulation or law.
- b) The Contractor shall have save harmless and indemnify the department from and against all claims demands suit and proceedings for or an account of infringement of any patent rights design, trade mark of name of other Protected write in respect of any constructional Plant machine, work, materials, thing or process used for or in connection with works or temporary works or any of them.

10. ISSUE OF DEPARTMENTAL TOOLS AND PLANTS:

All Tools and Plants required for the work will have to be supplied by the Contractor at his own cost, all cost of fuel and stores for proper running of the Tools and Plants must be borne by the Contractor.

11. REALISATION OF DEPARTMENTAL CLAIMS:

Any some of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by the Government and set off against any claim of Government for the payment of sum of money arising out of this contract or under any other contract made by the contractor with the Government.

12. COMPLIANCE OF DIFFERENT ACTS:

The contractor shall comply with the provisions of the Apprentices Act, 1961, Minimum Wages Act, 1848. Contact Labour (Regulation and Abolition) Act 1970 and the rules and orders issued hereunder from time to time. If he fails to do so, the Engineer, may at his discretions, take necessary measure over the contract. The Contractor shall also make himself for any pecuniary liabilities arising out on account of any violation of the provision of the said Act(s). The Contractor must obtain necessary certificate and license from the concerned Registering Office under the Contract Labour (Regulation & Abolition) Act, 1970. The contractor shall be bound to furnish the Engineer-In-Charge all the returns particulars or date as are called for from time to time in connection with implementation of the provisions of the above Acts and Rules and timely submission of the same, failing which the contractor will be liable for breach of contract and the Engineer-In-Charge may at his discretion take necessary measures over the contract.

13. SAFETY, SECURITY AND PROTECTION OF THE ENVIRONMENT:

The Contractor shall, throughout the execution and completion of the Works and the remedying of any defects therein:

- a) Have full regard for the safety of all persons and the Works (so far as the same are not completed or occupied by the department),
- d) Take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.

14. COMMENCEMENT OF WORK:

The work must be taken up within the date as stipulated in the work order and completed in all respects within the period specified in Notice Inviting e-Tender.

15. TIMELY COMPLETION OF WORK:

All the supply and the work must have to be completed in all respects within the time specified in Notice Inviting Tender from the date of work order. Time for completion as specified in the tender shall be deemed to be the essence of the contract.

16. TENDER'S RATE:

The contractor should note that the tender is strictly based on the rates quoted by the Contractor on the priced schedule of probable item of work.

17. ADDITIONAL CONDITIONS:

- a) As per Finance (Taxation) Department of Income Tax Will be made from bill of the contractor as per applicable rate in force.
- b) Labour welfare Cess will be deducted @ 1(one) % of gross bill value as per rule.

MISCELLANEOUS

- 1. Conditional tenders & tenders not accompanied with the documents as mentioned above shall be summarily rejected without any reference made to the bidder and no correspondence will be entertained.
- 2. The offer may go to the next bidder, if the successful bidder fails to perform the contract. No negotiation/enquiry/subsequent representation regarding rate/quality or otherwise will be entertained after closing of Bid submission Tender.
- 3. When a bidder submits their tender in response to this Notification, they will be deemed to have understood fully the contents, the requirement, terms & conditions of this tender. No extra payment will be made on the pretext that the bidder did not have a clear idea of any particular point. Any offer made in response to this tender when accepted by the Tendering Authority will constitute a contract between the parties.
- 4. Non-compliance to any terms & conditions laid herein shall constitute a breach of contract and penalty for non-compliance shall be enforced very rigidly.
Any dispute arising out of this Tender will be referred to the sole arbitrator, The Chairman, W.B.L.D.C.Ltd. or any other Officer appointed/authorized by him and the same will be held at Kolkata. Arbitrator will have the power to pass interim order award and will be guided by the Arbitration & Conciliation Act, 1996.


Managing Director
W.B.L.D.C.Ltd.

FORM-I

Application Format

(To be furnished in the Company's Official Letter Head Pad with full Address with Contact No., Telephone No., FAX No., e-mail address, Website etc.)

To
Managing Director
West Bengal Livestock Development
Corporation Limited,
LB-2, Sector-III, Salt Lake City,
Kolkata - 700 106.

**Sub: Annual Maintenance Contract for Weighing Equipment
installed at different units under West Bengal Livestock
Development Corporation Ltd., LB-2, Sector - III, Salt Lake
City, Kolkata-700106**

NIT No. WBARD/WBLDC/NIT-639e/2023-24 Date of Issue 19/01/2024

Dear Sir,

With reference to your NIT under reference, I am/we are furnishing my/our rates tendered for as per your specification, terms & conditions.

Should this tender be accepted, the work shall be completed within stipulated period from the date of work order.

I/We further declare that I/we have inspected the site and are fully conversant with all aspects of the site and appraised the condition of the site in regards to the execution of this contract.

I / We understand that: -

- a) Tender Inviting and Accepting Authority can amend the scope & value of the contract bid under this NIT.
- b) Tender Inviting and Accepting Authority reserve the right to reject any Tender without assigning any reason what so ever.

I/We also agree that the decision of the Managing Director, West Bengal Livestock Development Corporation Ltd. in all matters in respect of this tender will be final & binding on me.

Enclosure :- e-filing

01. Statutory Documents
02. Non Statutory Documents
03. B.O.Q.

Yours faithfully,

Dated: _____ Signature & office seal: _____

Name of the Firm:

Address with PIN:

PAN No. _____

G.S.T. Regd. No. _____

Mobile No. _____

FORM-II

DECLARATION BY THE TENDERER

I/We have inspected the site of work and have made myself/ourselves fully acquainted with local conditions in and around the site of work. I /We have carefully gone through the Notice Inviting e-Tender and other tender documents mentioned therein along with the drawing attached if any. I/We have also carefully gone through the 'Priced schedule of Probable Items and Quantities'.

My/Our tender is offered taking due consideration of all factors regarding the local site conditions stated in this Detailed Notice Inviting e-Tender to complete the proposed construction as per drawings referred to above in all respects.

I/We promise to abide by all the stipulations of the contract documents and to carry out and complete the work to the full satisfaction of the Engineer-In-Charge.

I/We also agree to procure tools and plants, at my/our own cost required for the work.

Tenderer / Bidder Kolkata Office Address (Mandatory)

Name of the Farm :	
Detailed Office Address / Workshop	
Pin Code	
Phone No.	
e-Mail ID :	

***Signature & Seal of the Bidder
with Date***

CHECK LIST (Form-III)

Information about Bidders (To be uploaded with the Technical Bid)

Sl.	Description	Particulars
1	Name of the Firm	
2	a) Registered Address with PIN etc. b) Sole owner or Partnership Firm/Company	
3.	Phone No.	
4.	E-mail	
5	Name of the Person authorized to enter into & execute contractual agreement	
6	Earnest Money, whether submitted, if not, Exemption Certificate to be submitted	
7	Copy of NIT digitally signed whether submitted.	
8	Form – I, whether submitted.	
9	Form – II whether submitted.	
10	Form – III whether submitted.	
11	Company Details whether submitted	
12	PAN Card whether submitted	
13	GST Registration Certificate (Whether submitted)	
14	Scanned copy of Valid Trade License whether submitted	
15	IT returns of Assessment year 2022 - 2023 whether submitted.	
16	Scanned copy of Valid Professional Tax whether submitted	
17	Credentials as per Tender terms & conditions whether submitted.	

Signature & Seal of the Bidder

with Date
PROFORMA FOR AGREEMENT OF CONTRACTUAL AGREEMENT
(may be modified on case to case basis at the time of execution)

This Agreement is signed and executed on this day of, 2024 At Kolkata.

BY AND BETWEEN

West Bengal Livestock Development Corporation Limited, A Company registered under the Companies Act, 1956 and having its registered office at LB-2, Sector-III, Salt Lake City, Kolkata – 700106 represented by its Managing Director unless his rights and obligation relating to the objects and purports of these presents are delegated, to any other officer(s) of WBLDCL hereinafter referred to as the **First Party** (which expression shall, unless excluded by or repugnant to the context, means and includes his successors, representatives, permitted assignees, liquidators and administrators) of the **ONE PART**.

A N D

....., a company registered under the Company's Act/a partnership firm/Proprietorship Firm (delete whichever is not applicable) having its Registered Office at represented by its unless his rights and obligation relating to the objects and purports of these presents are delegated, to any other officer(s) of..... hereinafter referred to as the **Second Party** (which expression shall, unless excluded by or repugnant to the context, means and includes his successors, representatives, permitted assignees, liquidators and administrators) of the **OTHER PART**.

WHEREAS the **First Party** is desirous that the work of **Annual Maintenance Contract for Weighing Equipment installed at different units under West Bengal Livestock Development Corporation Ltd., LB-2, Sector – III, Salt Lake City, Kolkata-700106** and wanted to execute the said work and for the purpose floated open Tender online.

A N D

WHEREAS the **Second Party** offered his price against the said Tender and being eligible, his Tender having been accepted agreed to execute and complete the said work as detailed in the tender document along with bill of quantities and all other conditions.

Now, therefore, this agreement witnessed as follows:-

That the word and expression shall have same meanings as are respectively assigned to them in the general condition of the contract hereinafter referred to.

1. That the **Second Party** shall abide by all statutory obligations and payment statutory dues as are obligatory on the part of the **Second Party** and that any failure on his part if attracts any liability on the **First Party** the **Second Party** will, on intimation from the **First Party**, immediately compensate the same.
2. If any dispute or question arises any time between the parties about the rights and liabilities of each of them relating to the terms and conditions stated hereinabove shall unless and otherwise mutually resolved between the parties, the aggrieved party may refer the matter to the sole Arbitrator as may be appointed by the Govt. of West Bengal, ARD Department on reference from either Party for arbitration and the decision of the Arbitrator shall be final and binding on both the parties.
3. That all disputes shall be subject to the jurisdiction of the Calcutta High Court.

In witnessed whereof:

The parties have set and subscribed their hands on this Agreement on the day, month and year first written.

Contractor

Managing Director.
W.B.L.D.C.Ltd.

Seal

Seal

Witness and address: –

Witness and address: –

1.

1.

2.

2.



WEST BENGAL LIVESTOCK DEVELOPMENT CORPORATION LIMITED

(A Govt. Of West Bengal Undertaking)

LB-2, Sector-III, Salt Lake City, Kolkata – 700 106

Telefax: (033)-2335 5298 E-mail: info@wbldc.in

Website: www.wbldc.in Toll Free No. 18001208243

NIT No. WBARD/WBLDC/NIT-639e/2023-24

Date of Issue 19/01/2024

ANNEXURE – A (Scope of Work)

Job Title : Annual Maintenance Contract for Weighing Equipment installed at different units under West Bengal Livestock Development Corporation Ltd., LB-2, Sector – III, Salt Lake City, Kolkata-700106

Sl. No.	Name of the Job	Description of Job	Remarks
1.	Annual Maintenance Contract for Weighing Equipment (s) installed Siliguri Feed Plant , Mallaguri, Siliguri, Darjeeling-734003	<ol style="list-style-type: none">1. Electronic Weighbridge – ATW - 60,000 Kg - 1 No. (Make : ADVANCETECH)2. Electronic Platform Scale- DS215N-600 Kg , Qty : 2 Nos. (Make -Essae)	To be quoted as a LOT JOB including small weighing scales also
2.	Annual Maintenance Contract for Weighing Equipment(s) installed Salboni Feed Plant , Salboni, Paschim Medinipur-721147	<ol style="list-style-type: none">1. Electronic Weighbridge-WINW-6 - 60,000 Kg - 1 No. (Make : PIONEER)2. Electronic Platform Scale- DS215N-300 Kg , Qty : 2 Nos. (Make -Essae)3. Electronic Platform Scale- GLNB-500 Kg , Qty : 4 Nos. (Make -GOLDLINE)4. Electronic Platform Scale- WICP-200 Kg , Qty : 1 No. (Make -WIC)	To be quoted as a LOT JOB including small weighing scales also
3.	Annual Maintenance Contract for Weighing Equipment(s) installed Gajole Feed Plant , Gajole,Malda-732124	<ol style="list-style-type: none">1. Electronic Weighbridge – WINW-6 - 60,000 Kg - 1 No. (Make : PIONEER)	To be quoted as a LOT JOB including small weighing scales also
4.	Annual Maintenance Contract for Weighing Equipment(s) installed Kalyani Feed Milling Plant , D-23 Industrial Area, Kalyani, Nadia-741235	<ol style="list-style-type: none">1. Electronic Weighbridge – WINW-6 - 60,000 Kg - 1 No. (Make : WINTEX)	To be quoted as a LOT JOB including small weighing scales also
5.	Annual Maintenance Contract for Weighing Equipment(s) installed Kalyani Feed Milling Plant , D-23 Industrial Area, Kalyani, Nadia-741235	<ol style="list-style-type: none">1. Electro-mech Weighbridge-WINC-40,000 Kg - 1 No. (Make : WINTEX)2. Electronic Platform Scale- 100 Kg , Qty : 1 No. (Make -SATHYAM)3. Electronic Platform Scale- IMA-200 Kg , Qty : 1 Nos. (Make -WINTEX)4. Electronic Platform Scale-500 Kg , Qty : 1 No. (Make -PARTH)5. Electronic Platform Scale- -1000 Kg , Qty : 1 No.6. Electronic Platform Scale-10 Kg , Qty : 1 No. (Make -RAJESH)	To be quoted as a LOT JOB including small weighing scales also



WEST BENGAL LIVESTOCK DEVELOPMENT CORPORATION LIMITED

(A Govt. Of West Bengal Undertaking)

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- Monthly Maintenance (Routine corrective/preventive) to be done by the Agency.
- Through servicing and calibration of equipment(s) prior to re-verification and stamping by Inspector of Legal Metrology.
- Calls to be attended within 24 Hrs. of being reported in 365 days.
- A.M.C. payment to be made quarterly.
- Additional services as necessitated as per customers' ISO Procedure.
- Test weights shall be provided without any rental charges.
- Repairs of the working parts are included -excepting that for structural member, lever work and load cell.
- Necessary Lesion with the Department of Legal Metrology on behalf of WBLDCL.
- Training in operation and minor trouble shooting of the weighing system.
- Cost of spare parts (for Non Comprehensive) will be re-imbursed as and when the bill is placed.
- The agency will indemnify for the loss suffered by the Department due to the fault of the agency.
- In case of emergency, the call has to be attended in short time.
- No advance payment will be made.
- During commencement of AMC , the equipment are to be in working condition and currently stamped.
- Old parts which are to be replaced with /without charges with new/reconditioned ones become Corporation property.


Managing Director
W.B.L.D.C.Ltd.